

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL,
COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE
REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM
THE TREASURY FORFEITURE FUND**

This agreement is entered into by the Colorado State Patrol (NCIC Code COCSP4100) and Homeland Security Investigations (HSI), Immigration and Customs Enforcement, (hereafter HSI) for the purpose of reimbursing costs incurred by the Colorado State Patrol in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan and the funding is available in the Treasury Forfeiture Fund to satisfy request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This agreement becomes effective on the date it is signed by both parties. It will remain in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This agreement is established pursuant to the provisions of 31 U.S.C. 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain expenses pursuant to 31 U.S.C. 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by HSI with the participation of the Colorado State Patrol and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Assignment of Officers

To the maximum extent possible, the Colorado State Patrol shall assign dedicated officers to any HSI investigation or joint operation. Included as part of this

agreement, the Colorado State Patrol shall provide to HSI the names, titles, last four digits of SSNs, badge or ID numbers, and hourly overtime wages of the officers assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The Colorado State Patrol may request reimbursement of overtime salary expenses directly related to work on a joint operation with HSI performed by officers assigned to the joint operation. In addition, the Colorado State Patrol may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other costs incurred by officers assigned as members of the designated joint operations.
2. Requests for reimbursement of expenses should be submitted to the Special Agent in Charge, 5445 DTC Parkway, Suite 600, Greenwood Village, Colorado 80111 within thirty (30) days after the costs have been incurred.
3. The Colorado State Patrol may not request reimbursement of the same expenses from any other Federal law enforcement agency that may be participating in the investigation.
4. Reimbursement of expenses will not be made by check. To receive reimbursement, the Colorado State Patrol must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH form on file with the agency's bank account information for receipt of electronic funds transfers. The completed, signed ACH form must be sent to the following address:

CBP National Finance Center
Attn: Forfeiture Fund
6650 Telecom Drive – Intech Two
Suite 400
Indianapolis, IN 46278

If any changes occur in the law enforcement agency's account information, a new ACH form must be filled out and sent to the CBP/NFC as soon as possible.

5. In order to receive reimbursement of officers' overtime and other expenses related to joint operations, the Colorado State Patrol must submit to HSI SAC/Denver the TEOAF Form, "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses" (invoice), signed by an authorized representative of that agency and accompanied by supporting documents (time sheets showing overtime hours and/or receipts for non-overtime expenses).
6. The Colorado State Patrol remains fully responsible, as the employer of the officers assigned to the investigation, for the payment of overtime salaries and related benefits (tax withholdings, insurance coverage, etc.) and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. The Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
7. The maximum reimbursable entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.

VI. PROGRAM AUDIT

This agreement and its provisions are subject to audit by ICE, the Department of the Treasury/Office of Inspector General, the General Accounting Office, and other government designated auditors. The Colorado State Patrol agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than 3 years and, in the event of an ongoing audit, until the audit is complete.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, and receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this agreement may be amended upon the written approval of both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between the HSI Denver and the Colorado State Patrol and is not intended to confer any right or benefit to any private person or party.

Signatures:

Steven W. Cagen, Special Agent in Charge
Homeland Security Investigations
U.S. Immigration & Customs Enforcement
5445 DTC Parkway, Suite 600
Greenwood Village, CO 80111

Matthew C. Packard, Chief
Colorado State Patrol
700 Kipling Street
Lakewood, CO 80215

Date: _____

Date: 12/28/2018